

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP GENERATED BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFP Number:** 7448406A3

**Bid/RFP Title:** ARRA-FIRE ALARM SYSTEM REPLACEMENT AT KNIGHT & LISTON CAMPUSES, CCRI - AI

**Opening Date & Time:** 4/26/2011 1:45 PM

**RIVIP Vendor ID #:** 9950

**Vendor Name:** Commercial Electric, Inc.

**Address:** 491 Waterman Avenue  
East Providence, RI 02914  
USA

**Telephone:** (401) 438-0707

**Fax:** 401 438-0709

**E-Mail:** ROY@COMMERCIALELECTRICINC.COM

**Contact Person:** Roy Dailey

**Title:** Vice President

**R.I. Foreign Corp #:**

**\*\*\*NOTICE TO VENDORS\*\*\***

Effective January 1, 2011 all public works project related bids or proposals exceeding one million (\$1,000,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds one million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18 (P.L. 221) <http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & amendment at <http://www.purchasing.ri.gov/Notices2.aspx>. See Question #11 below for further instructions regarding RIDOT Highway and Bridge Construction projects.

In addition, the Division of Purchases has promulgated proposed regulations pursuant to R.I. Gen. Laws § 37-2-18 that implements the "public copy" requirement. Public hearing on the proposed regulations was held on Friday, December 17, 2010. The proposed regulations became final on January 11, 2011. For further information please visit [www.sos.ri.gov](http://www.sos.ri.gov).

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**SECTION 2 - REQUIREMENTS**

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS THREE-PAGE CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

**Section 2.1 - RULES FOR SUBMITTING OFFERS**

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.  
**Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.**

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

**2.1B. RIVIP SOLICITATIONS.** To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

**2.2. PRICING.** Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. **PRICES QUOTED ARE FOB DESTINATION.**

**2.3. DELIVERY and PRODUCT QUALITY.** All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

**2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.**

**2.4.1 Prevailing Wage and OSHA Safety Training Requirements.** The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

**2.4.2 (a) Apprenticeship.** Rhode Island General Laws §37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

**2.4.2(b)** In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws §37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

**2.5. PUBLIC RECORDS.** Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

### **SECTION 3 - AWARD DETERMINATION**

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

**3.1. BID SURETY.** Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

**3.2. SPECIFICATIONS.** Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

### **SECTION 4 – CONTRACT PROVISIONS**

**4.1. VENDOR AUTHORIZATION TO PROCEED.**

**4.1A.** When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

**4.1B.** Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

**4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS.** This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

**4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS.** Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**4.3. EQUAL EMPLOYMENT OPPORTUNITY.** Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

**Revised: 3/21/11**

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

#### SECTION 5 – CERTIFICATIONS AND DISCLOSURES

##### ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):


- N   1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N   2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y   3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y   4. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y   5. I/we certify that the above vendor information is correct and complete.
- Y   6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y   7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y   8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y   9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y   10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y   11. **NEW REQUIREMENT\* - IMPORTANT!!!** I/we hereby acknowledge that I/we understand that effective January 1, 2011 all public works related project bids or proposals exceeding One Million Dollars (\$1,000,000), inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18 and the "Rules, Regulations and General Conditions of Purchases". It is further understood that any bid or proposal in excess of One million Dollars (\$1,000,000) which does not include a copy for public inspection shall be deemed to be non-responsive.

**RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only** – Effective immediately, submission to the Division of Purchases of a duplicate original of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases "Rules, Regulations and General Conditions of Purchases" §12.102.05 (Preparation of Proposal), as adopted on December 15, 2010 and January 11, 2011.

For further information, please see R.I Gen. Laws § 37-2-18 and specific instructions at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3-11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

  
Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Date April 26, 2011

Frank Bianco, President

Print Name and Title of company official signing offer  
Revised: 3/21/11

COMMUNITY COLLEGE OF RHODE ISLAND  
KNIGHT CAMPUS AND LISTON CAMPUS

FIRE ALARM SYSTEM REPLACEMENT

SECTION 00410 - BID FORM

Date: April 26, 2011

To: The Department of Administration, Division of Purchases  
One Capitol Hill, Providence, RI 02908

Project: Community College Of Rhode Island – Knight and Liston Campus  
Automatic Fire Alarm System Replacement

Submitted by: COMMERCIAL ELECTRIC, INC.  
(include address,  
tel. & FAX nos.) 491 Waterman Avenue  
East Providence, RI 02914  
Tel. 438-0707 Fax. 438-0709

1. BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents prepared by Hughes Associates, Engineer for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for both the Knight Campus and the Liston Campus for the Sum of:

One Million, Three Hundred Thirty Two  
Thousand, Five Hundred Thirteen Dollars \*\*\*\*\* (\$ 1,332,513.00 .)  
(written, and numerically)

Bid Price for Knight Campus – Main Building:  
One Million, Forty Six Thousand

Ninety One Dollars \*\*\*\*\* (\$ 1,046,091.00 .)  
(written, and numerically)

Bid Price for Knight Campus – Field House:

One Hundred Sixty Nine Thousand, Three Hundred (\$ 169,311.00 .)  
(written, and Eleven Dollars\*\*\* numerically)

Bid Price for Liston Campus:

One Hundred Seventeen Thousand One Hundred Eleven (\$ 117,111.00 .)  
(written, and Dollars\*\* numerically)

We have included the required Bid security in compliance with the Instructions to Bidders.

We have included the required Contractor's Qualification Statement form and any supplemental information in compliance with the Instructions to Bidders and Advertisement for Bids.

**COMMUNITY COLLEGE OF RHODE ISLAND  
KNIGHT CAMPUS AND LISTON CAMPUS**

**FIRE ALARM SYSTEM REPLACEMENT**

We have included the specified Contingency Allowance(s), from Section 01200 in Division 1 of the Specifications, in the above Bid Sum.

Contingency Allowance: Knight Campus Main Building - \$ 40,000.00  
Knight Campus Field House - \$10,000.00  
Liston Campus - \$15,000.00

**2. ALTERNATES**

We propose to modify the above Bid Sum by the following amount(s) as identified by (a) numbered Alternative(s) specified below, and as may be selected by the Owner:

Alternate No. 1: The contractor shall provide a separate price as bid alternate #1 for a 4-year testing contract for the new fire alarm system. All testing shall be in accordance with the Rhode Island Fire Safety Code and the applicable sections of NFPA 72.

Alternative No. 1 (add)(deduct): \$ 35,000.00.

Alternate No. 2: The contractor shall provide a separate price as bid alternate #2 for a 4-year warranty for all equipment and labor for all components furnished and installed as part of the new fire alarm system installation, including all equipment, notification appliances, initiating devices and wiring.

Alternative No. 2 (add)(deduct): \$ 0.00.

**3. UNIT PRICES:**

The following Unit Prices for specific portions of the Work as listed, are applicable to authorized variations from the Contract Documents:

Provide unit prices for the following items. Unit prices will be used to add and subtract devices from project scope. Unit price shall include all labor, material (devices, wire, conduit, etc.), programming and testing necessary for the complete installation of the device and fire alarm system.

	<b>Description</b>	<b>Unit Cost</b>
Unit Price 1	Fire Alarm Control Unit(s)	\$ <u>5,000.00</u> each
Unit Price 2	Addressable photoelectric smoke detector with base	\$ <u>225.00</u> each
Unit Price 3	Addressable heat detector combination rate of rise and fixed temperature (135 degrees F) with base	\$ <u>225.00</u> each
Unit Price 4	Addressable fixed temperature heat detector (190 degrees F) with base	\$ <u>225.00</u> each

**COMMUNITY COLLEGE OF RHODE ISLAND  
KNIGHT CAMPUS AND LISTON CAMPUS**

**FIRE ALARM SYSTEM REPLACEMENT**

Unit Price 5	Conventional heat detector – combination rate of rise and fixed temperature (135 degrees F)	\$ 175.00 each
Unit Price 6	Conventional fixed temperature heat detector (190 degrees F)	\$ 175.00 each
Unit Price 7	Addressable manual fire alarm box	\$ 225.00 each
Unit Price 8	Addressable monitor module	\$ 200.00 each
Unit Price 9	Addressable control relay output module	\$ 200.00 each
Unit Price 10	Fault Isolator Module	\$ 200.00 each
Unit Price 11	Strobe (multi candela based on ratings used within building)	\$ 250.00 each
Unit Price 12	Speaker/strobe	\$ 250.00 each
Unit Price 13	Speaker	\$ 225.00 each

We have included, the required Bid security as required by the Invitation to Bid.

**4. ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.  
If the Owner accepts this bid within the time period stated above, we will:

- Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the Invitation to Bid.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven days after receipt of a Purchase Order from the Rhode Island State Division of Purchases.

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**5. CONTRACT TIME**

If this Bid is accepted, we will respect the start and completion dates outlined below:

- a.) Knight Campus – Substantial Completion to be achieved within 180 days of receipt of Purchase Order and Final Completion within 30 days within Substantial Completion

**COMMUNITY COLLEGE OF RHODE ISLAND  
KNIGHT CAMPUS AND LISTON CAMPUS**

**FIRE ALARM SYSTEM REPLACEMENT**


b.) Liston Campus – Substantial Completion to be achieved within 120 days of receipt of Purchase Order and Final Completion within 30 days within Substantial Completion

6.   ADDENDA           # 1                   Issued 4/4/11  
                          # 2                   "       4/14/11  
                          # 3                   "       4/19/11
7.   REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for the work to be performed by this firm as prime contractor is:

LICENSE NUMBER: AC-295 .

8.   BID FORM SIGNATURE(S)

  
\_\_\_\_\_  
(Bidder's name)

By: Frank Bianco

Title: President

Corporate Seal:

**END OF SECTION 00410**

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **COMMERCIAL ELECTRIC, INC. of 491 Waterman Avenue East Providence, Rhode Island**

as Principal, hereinafter called the Principal, and **NGM INSURANCE COMPANY**

a corporation duly organized under the laws of the state of **Florida**

as Surety, hereinafter called the Surety, are held and firmly bound unto the **State of Rhode Island**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount of the Attached Bid**

Dollars (**\$ 5% of Bid**),


for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Fire Alarm and Sprinkler Replacement at Knight and Liston Campuses, CCRI**

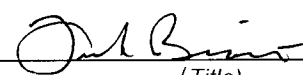
**Project Number: 7448406**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **26<sup>th</sup>** day of **April, 2011**.

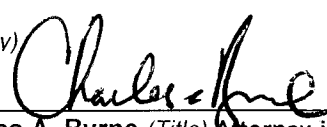
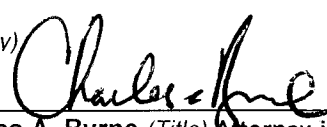
  
(Witness)

**COMMERCIAL ELECTRIC, INC. (Principal) (Seal)**

{ By:   
(Title)

  
(Witness)

**NGM INSURANCE COMPANY**

{ (Surety)  (Seal)  
By:   
**Charles A. Byrne (Title) Attorney-in-Fact**





KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **David J Byrne III, Denise A Chianese, Kathleen A Byrne, Charles A Byrne** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

**1. No one bond to exceed Five Million Dollars (\$5,000,000.00).**

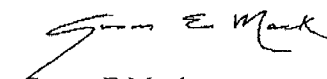
and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

**IN WITNESS WHEREOF**, NGM Insurance Company has caused these presents to be signed by its Senior Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 1st day of August, 2009.

NGM INSURANCE COMPANY By:

  
Susan E Mack  
Senior Vice President, General  
Counsel and Secretary



State of Florida,  
County of Duval.

On this August 1, 2009 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Susan E Mack of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

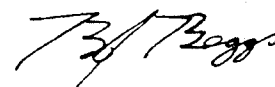
**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 1st day of August, 2009.





I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this  
26th day of April, 2011



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AIA Document A305

## Contractor's Qualification Statement

1986 EDITION

*This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by the AIA or AGC.*

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The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: State of Rhode Island

ADDRESS:

SUBMITTED BY:

☒ Corporation    ☐ Partnership    ☐ Individual    ☐ Joint Venture    ☐ Other

NAME: **Commercial Electric, Inc.**

ADDRESS: **491 Waterman Avenue, East Providence, RI 02914**

PRINCIPAL OFFICE: **As Above**

NAME OF PROJECT: **ARRA-Fire Alarm System Replacement at Knight & Liston Campuses, CCRI**

TYPE OF WORK (file separate form for each Classification of Work):

☐ General Construction    ☐ HVAC  
☐ Plumbing    ☒ Electrical  
☐ Other (please specify):

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**1. ORGANIZATION**

1.1 How many years has your organization been in business as a Contractor? **22**

1.2 How many years has your organization been in business under its present business name? **22**

1.2.1 Under what other or former names has your organization operated? **NONE**

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: **1989**

1.3.2 State of incorporation: **RHODE ISLAND**

1.3.3 President's name: **Frank Bianco**

1.3.4 Vice-president's name(s): **LeRoy Dailey**

1.3.5 Secretary's name: **LeRoy Dailey**

1.3.6 Treasurer's name: **Frank Bianco**

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of partnership (if applicable):

1.4.3 Name(s) of general partner(s):

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization:

1.5.2 Name of owner:

1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## 2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, indicate registration or license numbers, if applicable.

**GENERAL CONSTRUCTION**

**State of Rhode Island**

**Lic. # 19576**

**ELECTRICAL**

**State of Rhode Island**

**Lic. # AC-295**

**Commonwealth of Massachusetts**

**Lic. # 17124A**

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

**State of Rhode Island**

**Commonwealth of Massachusetts**

## 3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.

**Electrical, (including all high, medium and low voltage systems)**

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details)

3.2.1 Has your organization ever failed to complete any work awarded to it? **NO**

3.2.2 Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? **NO**

3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? **YES**

- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details) **NO**

- 3.4 State whether or not, within the past five years, any contract for construction or CM services by the applicant has been considered in default, suspended, or terminated for convenience or cause. If so, attach an explanation of the matter, including the name and location of the project, the name and address of the owner's representative, and all pertinent details of the default, suspension or termination. **NO**

- 3.4 State whether or not, within the past five years, the applicant has been debarred or suspended for any reason by any federal, state, or local government procurement agency or refrained from bidding on a public project due to an agreement with such procurement agency. If so, please attach a full explanation and contact information for the Owner. **NO**

#### 4. REFERENCES

##### 4.1 Trade References:

- |    |   |   |
|----|---|---|
| 1. | Munro Electrical Supply<br>115 North 7 <sup>th</sup> . Street<br>Fall River, MA 02720 | Tel: 508 679-8106<br>Fax: 508 679-6225<br>Contact: Ms. Grace Bosse    |
| 2. | Communication Systems, Inc.<br>1163 Charles Street<br>N. Providence, RI 02904         | Tel: 401 727-0030<br>Fax: 401 722-0060<br>Contact: Mr. Armand Toscano |
| 3. | Major Electric Supply<br>123 High Street<br>Pawtucket, RI 02860                       | Tel: 401 724-7100<br>Fax: 401 727-7561<br>Contact: Mr. Alan Levin     |

##### 4.2 Bank References:

###### Checking

###### Payroll

Citizens Trust Company Pawtucket Avenue East Providence, RI 02914	Tel: 401 438-1356
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###### Operating Account

Webster Bank 265 Newport Avenue Pawtucket, RI 02861	Tel: 401 727-6700 Contact: Linda Bosley
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###### Line of Credit

Webster Bank 265 Newport Avenue Pawtucket, RI 02861	Tel: 401 228-2063 Contact: Ronald Palumbo
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##### 4.3 Surety:

4.3.1 Name of bonding company: **National Grange**

4.3.2 Name and address of agent: **Byrne Bonding & Insurance, LLC**  
**1240 Pawtucket Avenue**  
**Rumford, RI 02916**  
**Tel: (401) 438-4554**  
**Contact: David J. Byrne, III**

5. **FINANCING**

5.1 Financial Statement. **UPON FORMAL REQUEST**

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- Net Fixed Assets;
- Other Assets;
- Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).

5.1.2 Name and address of firm preparing attached financial statement, and date thereof:  
**Leonelli & Vicario, LTD; December 31, 2010**

5.1.3 Is the attached financial statement for the identical organization named on page one?  
**Yes**

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction? **Yes**

6. **SIGNATURE**

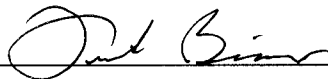
6.1 As required by Section 287.133, Florida Statutes, a contractor may not submit a bid for this project if it is on the convicted vendor list for a public entity crime committed within the past 36 months. Signature below certifies that the applicant will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in excess of \$10,000 in connection with this project for a period of 36 months from the date of their being placed on the convicted vendor list.

6.2 Dated at 9:00 AM this 25<sup>th</sup> day of April, 2011.

Name of Organization: **Commercial Electric, Inc.**

By: **Frank Bianco**

Title: **President**

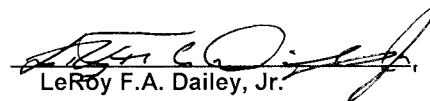
 (SIGNATURE)

Frank Bianco

being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 25<sup>th</sup> day of April, 2011.

Notary Public:

  
LeRoy F.A. Dailey, Jr.

My Commission Expires: **December 4, 2013**